

AGENDA SUPPLEMENT (1)

Meeting: Cabinet

Place: Kennet Room - County Hall, Bythesea Road, Trowbridge, BA14 8JN

Date: Tuesday 23 July 2019

Time: 9.30 am

The Agenda for the above meeting was published on 15 July 2019. Additional documents are now available and are attached to this Agenda Supplement.

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Press enquiries to Communications on direct lines (01225)713114/713115.

This Agenda and all the documents referred to within it are available on the Council's website at www.wiltshire.gov.uk

8 **Budget Monitoring, Performance & Risk Management 2019/20 Q1 (Pages 3 - 26)**

The appendices of the report have been reformatted to make it easier to read the information provided.

14 **Establishing local authority companies (Pages 27 - 52)**

Appendix A2 - Draft Shareholder Agreement

DATE OF PUBLICATION: 18 July 2019

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		Original Budget	Revised Budget Period 3	Profiled Budget to Period 3	Actual to date	Projected Position for Year	Projected Variation for Year: Overspend / (Underspend)	Variation as % of Revised Budget: Overspend / (Underspend)
		£m	£m	£m	£m	£m	£m	
Adult Care, Public Health & Digital								
<u>Access & Reablement</u>								
Adults 18+	Gross Costs	70.882	72.525	18.024	16.498	72.525	-	-
	Income	(22.913)	(23.733)	(5.121)	(2.536)	(23.733)	-	-
	Net	47.969	48.792	12.903	13.962	48.792	-	-
<u>Learning Disabilities & Mental Health</u>								
Mental Health	Gross Costs	20.716	31.921	8.478	4.952	31.921	-	-
	Income	(3.197)	(13.642)	(3.428)	(1.684)	(13.642)	-	-
	Net	17.519	18.279	5.050	3.268	18.279	-	-
Learning Disabilities	Gross Costs	58.402	68.730	16.813	13.865	68.730	-	-
	Income	(6.666)	(17.639)	(4.356)	(2.524)	(17.639)	-	-
	Net	51.736	51.091	12.457	11.341	51.091	-	-
<u>Commissioning</u>								
Adults Commissioning	Gross Costs	41.950	41.783	10.349	6.132	41.783	-	-
	Income	(19.540)	(18.974)	(5.070)	(4.886)	(18.974)	-	-
	Net	22.410	22.809	5.279	1.246	22.809	-	-
<u>Public Health</u>								
Public Health	Gross Costs	15.893	17.112	4.306	2.240	17.112	-	-
	Income	(15.683)	(15.676)	(3.899)	(4.236)	(15.676)	-	-
	Net	0.210	1.436	0.407	(1.996)	1.436	-	-
<u>Digital & Information</u>								
Information Services	Gross Costs	11.355	11.320	4.900	7.180	11.320	-	-
	Income	(2.528)	(2.529)	(0.603)	(0.046)	(2.529)	-	-
	Net	8.827	8.791	4.297	7.134	8.791	-	-
<u>Legal & Democratic</u>								
Legal & Democratic	Gross Costs	6.512	6.010	1.397	1.882	6.010	-	-
	Income	(2.282)	(2.283)	(0.612)	0.050	(2.283)	-	-
	Net	4.230	3.727	0.785	1.932	3.727	-	-
Children & Education								
<u>Commissioning</u>								
Childrens Commissioning	Gross Costs	33.785	35.196	9.182	7.886	35.196	-	-
	Income	(28.864)	(29.642)	(0.270)	(0.492)	(29.642)	-	-
	Net	4.921	5.554	8.912	7.394	5.554	-	-
<u>Family & Children Services</u>								
Children's Social Care	Gross Costs	46.249	47.952	11.359	12.622	47.952	-	-
	Income	(5.021)	(5.671)	(1.570)	(0.844)	(5.671)	-	-
	Net	41.228	42.281	9.789	11.778	42.281	-	-
0-25 Service: Disabled Children & Adults	Gross Costs	61.546	57.861	13.247	13.252	57.861	-	-
	Income	(38.937)	(37.734)	(0.310)	(0.208)	(37.734)	-	-
	Net	22.609	20.127	12.937	13.044	20.127	-	-

Early Help - now closed	Gross Costs	(1.200)	-	-	-	-	-	-
	Income	-	-	-	-	-	-	-
	Net	(1.200)	-	-	-	-	-	-
<u>Education & Skills</u>								
School Effectiveness	Gross Costs	7.844	9.854	3.243	2.243	9.854	-	-
	Income	(6.105)	(6.053)	(1.119)	(0.750)	(6.053)	-	-
	Net	1.739	3.801	2.124	1.493	3.801	-	-
Funding Schools	Gross Costs	22.357	138.599	5.196	12.212	138.599	-	-
	Income	(22.320)	(138.599)	(5.466)	(1.476)	(138.599)	-	-
	Net	0.037	-	(0.270)	10.736	-	-	-
<u>Corporate Services</u>								
Corporate Services	Gross Costs	6.019	7.670	1.176	1.487	7.670	-	-
	Income	(1.178)	(2.754)	(0.678)	0.380	(2.754)	-	-
	Net	4.841	4.916	0.498	1.867	4.916	-	-
Communications	Gross Costs	1.477	1.409	0.352	0.420	1.409	-	-
	Income	(0.220)	(0.220)	(0.045)	(0.001)	(0.220)	-	-
	Net	1.257	1.189	0.307	0.419	1.189	-	-
<u>Human Resources & Organisational Development</u>								
Human Resources & Organisational Development	Gross Costs	5.141	5.043	1.221	1.176	5.043	-	-
	Income	(1.814)	(1.850)	(0.223)	(0.090)	(1.850)	-	-
	Net	3.327	3.193	0.998	1.086	3.193	-	-
<u>Growth, Investment & Place</u>								
<u>Economic Development & Planning</u>								
Economic Development & Planning	Gross Costs	10.504	10.355	2.455	2.344	10.355	-	-
	Income	(7.954)	(7.973)	(1.993)	(1.689)	(7.973)	-	-
	Net	2.550	2.382	0.462	0.655	2.382	-	-
<u>Highways & Environment</u>								
Highways	Gross Costs	21.225	21.225	4.608	4.994	21.225	-	-
	Income	(1.869)	(1.869)	(0.410)	(0.384)	(1.869)	-	-
	Net	19.356	19.356	4.198	4.610	19.356	-	-
Car Parking	Gross Costs	1.933	1.932	0.700	0.362	1.932	-	-
	Income	(8.465)	(8.745)	(1.883)	(1.657)	(8.745)	-	-
	Net	(6.532)	(6.813)	(1.183)	(1.295)	(6.813)	-	-
Waste & Environment	Gross Costs	49.424	49.585	8.138	0.438	51.985	2.400	4.8%
	Income	(8.079)	(8.131)	(5.789)	(4.974)	(8.131)	-	-
	Net	41.345	41.454	2.349	(4.536)	43.854	2.400	5.8%
<u>Housing & Commercial Development</u>								
Housing Services	Gross Costs	8.835	9.091	2.302	2.354	9.091	-	-
	Income	(4.855)	(5.034)	(1.117)	(0.293)	(5.034)	-	-
	Net	3.980	4.057	1.185	2.061	4.057	-	-
Strategic Asset & Facilities Management	Gross Costs	17.289	17.501	3.311	0.824	17.501	-	-

	Income	(5.234)	(5.450)	(1.363)	(1.752)	(5.450)	-	-
	Net	12.055	12.051	1.948	(0.928)	12.051	-	-
Communities & Neighbourhood								
Libraries, Heritage & Arts	Gross Costs	5.754	6.752	1.507	1.967	7.252	0.500	7.4%
	Income	(1.723)	(1.302)	(0.273)	(0.491)	(1.302)	-	-
	Net	4.031	5.450	1.234	1.476	5.950	0.500	9.2%
Leisure	Gross Costs	8.013	8.414	1.988	2.110	8.414	-	-
	Income	(8.169)	(8.578)	(1.978)	(1.729)	(8.578)	-	-
	Net	(0.156)	(0.164)	0.010	0.381	(0.164)	-	-
Transport	Gross Costs	19.262	19.269	3.648	3.180	19.269	-	-
	Income	(1.689)	(1.689)	(0.417)	(1.126)	(1.689)	-	-
	Net	17.573	17.580	3.231	2.054	17.580	-	-
Public Protection	Gross Costs	3.715	2.728	0.541	0.638	2.728	-	-
	Income	(2.187)	(2.181)	(0.512)	(0.178)	(2.181)	-	-
	Net	1.528	0.547	0.029	0.460	0.547	-	-
Finance								
Finance & Procurement	Gross Costs	20.796	20.681	5.211	4.892	20.681	-	-
	Income	(13.671)	(13.641)	(2.604)	(1.800)	(13.641)	-	-
	Net	7.125	7.040	2.607	3.092	7.040	-	-
Revenues & Benefits - Subsidy	Gross Costs	111.386	71.397	17.849	18.320	71.397	-	-
	Income	(112.086)	(72.097)	(17.734)	(11.823)	(72.097)	-	-
	Net	(0.700)	(0.700)	0.115	6.497	(0.700)	-	-
Corporate Directors								
Corporate Directors	Gross Costs	0.495	0.913	0.090	0.444	0.913	-	-
	Income	(0.014)	(0.014)	(0.003)	-	(0.014)	-	-
	Net	0.481	0.899	0.087	0.444	0.899	-	-
Members	Gross Costs	2.230	2.231	0.537	0.537	2.231	-	-
	Income	-	-	-	-	-	-	-
	Net	2.230	2.231	0.537	0.537	2.231	-	-
Corporate								
Movement on Reserves		(0.651)	(2.297)	(1.636)	(0.223)	(2.297)	-	-
Capital Financing		19.874	17.414	2.339	2.678	16.914	(0.500)	(2.9%)
Restructure & Contingency		1.669	2.545	0.490	0.207	2.545	-	-
General Government Grants		(32.766)	(33.166)	(8.192)	(2.479)	(35.066)	(1.900)	5.7%
Corporate Levies		6.525	6.525	1.993	1.246	6.525	-	-
	Net	(5.349)	(8.979)	(5.006)	1.429	(11.379)	(2.400)	26.7%
Wiltshire Council General Fund Total	Gross Costs	685.640	786.080	157.122	148.882	786.580	0.500	15.1%
	Income	(353.263)	(453.703)	(68.846)	(47.239)	(453.703)	-	0
	Net	332.377	332.377	88.275	101.643	332.877	0.500	0.2%
Housing Revenue Account (HRA)	Gross Costs	25.554	25.534	2.479	1.782	25.534	-	-
	Income	(25.554)	(25.534)	(5.567)	(5.502)	(25.534)	-	-

	Net	-	-	(3.088)	(3.720)	-	-	
Total Including HRA	Gross Costs	711.194	811.614	159.601	150.664	812.114	0.500	0.1%
	Income	(378.817)	(479.237)	(74.413)	(52.741)	(479.237)	-	-
	Net	332.377	332.377	85.188	97.922	332.877	0.500	0.2%

Wiltshire Council Revenue Budget Movements 2019/2020

Appendix B

Service	Original Budget	Structural Changes	Revised Original Budget	In Year Virements to Period 3	Revised Budget Period 3	Major Virements See Appendix C
	£m	£m	£m	£m		
Adult Care, Public Health & Digital						
Access & Reablement						
Adults 18+	47.969	(0.354)	47.615	1.177	48.792	*
Learning Disabilities & Mental Health						
Mental Health	17.519	0.000	17.519	0.760	18.279	*
Learning Disabilities	51.736	0.000	51.736	(0.645)	51.091	*
Commissioning - Adults						
Adults Commissioning	22.410	0.000	22.410	0.399	22.809	*
Public Health						
Public Health	0.211	1.297	1.508	(0.072)	1.436	
Digital & Information						
Information Services	8.827	0.000	8.827	(0.036)	8.791	
Legal, Electoral & Registration Services						
Legal & Democratic	4.230	(0.541)	3.689	0.038	3.727	
Children & Education Service						
Commissioning - Childrens						
Childrens Commissioning	4.921	0.000	4.921	0.633	5.554	*
Family & Children Services						
Childrens Social Care	41.228	(0.047)	41.181	1.100	42.281	*
0-25 Service: Disabled Children & Adults	22.609	0.000	22.609	(2.482)	20.127	*
Early Help (now closed)	(0.001)	0.054	0.053	(0.053)	0.000	
Education & Skills						
School Effectiveness	1.739	(0.007)	1.732	2.069	3.801	*
Funding Schools	0.037	0.000	0.037	(0.037)	0.000	
Corporate Services						
Corporate Services	4.841	0.541	5.382	(0.466)	4.916	*
Communications	1.257	0.000	1.257	(0.068)	1.189	
Human Resources & Org Development						
Human Resources & Org Development	3.327	0.000	3.327	(0.134)	3.193	
Growth Investment & Place						
Economic Development & Planning						
Economic Development & Planning	2.550	(0.101)	2.449	(0.067)	2.382	
Highways & Environment						
Highways	19.356	0.000	19.356	0.000	19.356	
Car Parking	(6.532)	0.000	(6.532)	(0.281)	(6.813)	*
Waste & Environment	41.345	(1.166)	40.179	1.275	41.454	*
Housing & Commercial Development						
Housing Services	3.980	0.101	4.081	(0.024)	4.057	
Strategic Asset & Facilities Management	12.055	0.000	12.055	(0.004)	12.051	
Communities & Neighbourhood Services						
Libraries, Heritage & Arts	4.031	1.166	5.197	0.253	5.450	*
Leisure	(0.156)	0.000	(0.156)	(0.008)	(0.164)	
Transport	17.573	0.000	17.573	0.007	17.580	
Public Protection	1.528	(0.943)	0.585	(0.038)	0.547	
Finance						
Finance & Procurement	7.125	0.000	7.125	(0.085)	7.040	
Revenues & Benefits - Subsidy	(0.700)	0.000	(0.700)	0.000	(0.700)	
Corporate Directors						
Corporate Directors & Members	0.481	0.000	0.481	0.418	0.899	*
Members	2.230	0.000	2.230	0.001	2.231	
Corporate						
Movement on Reserves	(0.651)	0.000	(0.651)	(1.646)	(2.297)	*
Capital Financing	19.874	0.000	19.874	(2.460)	17.414	*
Restructure & Contingency	1.669	0.000	1.669	0.876	2.545	*
General Government Grants	(32.766)	0.000	(32.766)	(0.400)	(33.166)	*
Corporate Levies	6.525	0.000	6.525	0.000	6.525	
2019/2020 Budget Requirement	332.377	0.000	332.377	(0.000)	332.377	
HRA Budget		0.000	0.000	0.000	0.000	
	332.377	0.000	332.377	(0.000)	332.377	

More details are given of major virements in Appendix B. These areas are marked above with *

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Major Virements between Services Areas from Period 1 to Period 3

APPENDIX C

Net virements over £250,000

	£m
Adults 18+	
ASC Realignment	0.448
Realignment of salaries reflecting final pay award	0.712
Sundry small budget adjustments	0.017
In Year Virements period 1-3	1.177
Mental Health	
Emergency Duty Service transfer from Childrens	0.253
ASC Realignment	0.437
Sundry small budget adjustments	0.070
In Year Virements period 1-3	0.760
Learning Disabilities	
ASC Realignment	(1.403)
Funding transferring with the Young People transitioning from childrens services	0.933
Share Whole Life Pathway saving between Adults & Childrens	(0.271)
Sundry small budget adjustments	0.096
In Year Virements period 1-3	(0.645)
Adults Commissioning	
ASC Realignment	0.518
Transfer CAB Budget from Corporate Services	0.507
Transfer CAB Budget from HR	0.050
Realignment of salaries reflecting final pay award	(0.676)
In Year Virements period 1-3	0.399
Childrens Commissioning	
Drawdown of Earmarked Reserves Childrens	0.620
Sundry small budget adjustments	0.013
In Year Virements period 1-3	0.633
Childrens Social Care	
Emergency Duty Service transfer Adult Mental Health element	(0.253)
Childrens realignment	0.857
Salary Realignment Adjustments	0.472
Emergency Duty Service transfer Housing element	0.024
In Year Virements period 1-3	1.100
0-25 Service Disabled Children & Adults	
Childrens realignment	(1.665)
Funding transferring with the Young People transitioning to adult services	(0.933)
Share Whole Life Pathway saving between Adults & Childrens	0.271
Sundry small budget adjustments	(0.155)
In Year Virements period 1-3	(2.482)
School Effectiveness	
Service Adjustments final tidy up	
Childrens realignment	0.808

Allocation of schools redundancy provision	0.350
Drawdown of Earmarked Reserves Childrens	0.830
Sundry small budget adjustments	0.081
In Year Virements period 1-3	2.069
Corporate Services	
Transfer CAB Budget to Adult Services	(0.507)
Sundry small budget adjustments	0.041
In Year Virements period 1-3	(0.466)
Car Parking	
Drawdown from Restructure & contingency for Salisbury Carparks	(0.280)
In Year Virements period 1-3	(0.280)
Waste & Environment	
Realignment of salaries reflecting final pay award	(0.185)
Transfer of borrowing costs between waste and capital financing	1.460
In Year Virements period 1-3	1.275
Libraries Heritage & Arts	
Drawdown of Area Boards earmarked reserves	0.167
Sundry small budget adjustments	0.086
In Year Virements period 1-3	0.253
Corporate Directors & Members	
Allocation Government Grant Income to Cross cutting savings	0.400
Sundry small budget adjustments	0.018
In Year Virements period 1-3	0.418
Movement on Reserves	
Drawdown of Area Boards earmarked reserves	(0.167)
Drawdown of Earmarked Reserves Childrens	(1.450)
Sundry small budget adjustments	(0.029)
In Year Virements period 1-3	(1.646)
Capital Financing	
Transfer of borrowing costs between waste and capital financing	(1.460)
Reallocation of Capital Financing to Restructure & Contingency	(1.000)
In Year Virements period 1-3	(2.460)
Restructure & Contingency	
Allocation of schools redundancy provision	(0.350)
Drawdown from Restructure & contingency for Salisbury Carparks	0.280
Reallocation of Capital Financing to Restructure & Contingency	1.000
Sundry small budget adjustments	(0.054)
In Year Virements period 1-3	0.876
Government Grants	
Allocation Government Grant Income to Cross cutting savings	(0.400)
In Year Virements period 1-3	(0.400)

Quarter 1

2019/2020 Budget Setting Savings

Key

Green	Deliverable
Amber	Deliverable with risks
Red	Unlikely to be delivered

Service Reporting area	Directorate	Saving / Income Idea	Total Saving (£ m)	Green (£ m)	Amber (£ m)	Red (£ m)	Alternative Savings (£m)
Adults 18+	Access & Reablement	Increased Income from full affect of the revision to the charging policy and early assessments	(0.900)	(0.900)			
Adults 18+	Access & Reablement	In-house reablement	(2.375)	(1.573)	(0.802)		
Adults 18+	Access & Reablement	CHC - Wiltshire CCG	(0.244)	(0.244)			
Adults 18+	Access & Reablement	Invest in more CoP Staff - for every two staff members a savings of £40k - 4 additional staff	(0.040)	(0.040)			
Adults 18+	Access & Reablement	Review of the Hearing & Vision Team	(0.030)	(0.030)			
Adults 18+	Access & Reablement	Targeted review of every package of support requiring double carers from OT with additional potential spend on equipment to minimise ongoing cost of package.	(0.200)		(0.200)		
Adults 18+	Access & Reablement	Training Offer to Providers - Charging for QA and other training work that takes place. Eg MCA and DOLS	(0.100)			(0.100)	(0.100)
Adults 18+	Access & Reablement	Means test funded services for carers	(0.200)			(0.200)	(0.200)
Adults 18+	Access & Reablement	Capitalise Liquidlogic CMS	(0.668)	(0.668)			
Adults 18+	Access & Reablement	Capitalise Systems Thinking & PMO for Phase 2 Transformation	(0.400)	(0.400)			
Adults 18+	Access & Reablement	iBCF Budget Exchange	(0.900)	(0.900)			
Adults 18+	Access & Reablement	Allocation of iBCF	(1.000)	(1.000)			
Mental Health	Learning Disabilities & Mental Health	Mental Health Redesign	(0.232)		(0.232)		
Mental Health	Learning Disabilities & Mental Health	Shared Lives - double current intake	(0.135)		(0.135)		
Learning Disabilities	Learning Disabilities & Mental Health	CHC - Wiltshire CCG	(0.256)		(0.256)		
Learning Disabilities	Learning Disabilities & Mental Health	Shared Lives - double current intake	(0.165)		(0.165)		
Learning Disabilities	Learning Disabilities & Mental Health	Cession of Staff Relief Bank	(0.071)		(0.047)	(0.024)	(0.024)
Learning Disabilities	Learning Disabilities & Mental Health	CHC - 1 case with Hampshire	(0.400)		(0.400)		
Learning Disabilities	Learning Disabilities & Mental Health	Potential de-registration	(0.136)			(0.136)	(0.136)
Learning Disabilities	Learning Disabilities & Mental Health	Learning Disabilities Redesign	(0.250)		(0.250)		
Learning Disabilities	Learning Disabilities & Mental Health	Allocation of iBCF	(1.000)	(1.000)			
Learning Disabilities	Learning Disabilities & Mental Health	Reinstatement of Care Fund Calculator	(1.000)			(1.000)	(1.000)
Adults Commissioning	Commissioning - Adults	Housing related Support - already delivered	(0.500)	(0.500)			
Adults Commissioning	Commissioning - Adults	Telecare / Urgent Care @ Home - Already delivered	(0.441)	(0.441)			
Adults Commissioning	Commissioning - Adults	OSJ removal of 8 respite beds - Remove block beds and spot purchase as required. Beds currently c. 30% occupied (Balance of budget transferred to placement budgets)	(0.100)			(0.100)	(0.100)
Adults Commissioning	Commissioning - Adults	OSJ reduction of beds at Coombe End Court - Reduce block beds by 7 to minimise voids.	(0.197)			(0.197)	(0.197)
Adults Commissioning	Commissioning - Adults	Handyperson Scheme (HIA) - To be funded from the DFG going forward - links to bobbyvan and eligibility criteria and full cost for self funders	(0.071)	(0.071)			
Adults Commissioning	Commissioning - Adults	Housing related support - Non statutory service. Options are a) cease b) replace with floating support service - e.g. vcse organisation or in-house staff within reablement	(0.800)	(0.316)		(0.484)	(0.484)
Adults Commissioning	Commissioning - Adults	OPTION A FIGURES INCLUDED	(0.800)	(0.316)		(0.484)	(0.484)

Adults Commissioning	Commissioning - Adults	Day Opportunities (social clubs) friendship club suggested in previous paper potential reduction by 1/2 = £62,000 next year and then £62,000 following as becomes self funding - no referral process, been in place a long time.	(0.062)	(0.042)	(0.020)	(0.020)
Adults Commissioning	Commissioning - Adults	Supported Housing AOWA MH - Ex-Supporting People services. MH accommodation work. Provider engagement started - options (including Dynamic Purchasing System from April 2019) being considered under wider piece of work - Could all be stopped. same as above but less intensive but across the county. 6 contracts larger ones could be reduced. Few vacancies across all. Building based with support	(0.100)	(0.100)		
Adults Commissioning	Commissioning - Adults	Supporting People (Selwood) Currently exploring options. Potential tender to join together this contract with Richmond Fellowship CHSS (line 51)	(0.053)	(0.053)		
Adults Commissioning	Commissioning - Adults	Advocacy Services - Current contract expires 31/03/19 - Commissioners agree no value in re-tendering. Contract has 2-year extension option. Business case to be written to extend for 1/2 years. Jointly commissioned/funded with CCG.	(0.081)	(0.050)	(0.031)	(0.031)
Adults Commissioning	Commissioning - Adults	Social Inclusion - Currently working with provider around contract savings and improved service specification. Intention to extend contract (under option in contract) following negotiation. Business case to extend to be written once work complete. Jointly commissioned/funded with CCG	(0.160)	(0.092)	(0.068)	(0.068)
Adults Commissioning	Commissioning - Adults	Arrangement fee for Self Funders	(0.025)		(0.025)	(0.025)
Adults Commissioning	Commissioning - Adults	Block Contract Revaluation	(1.400)	(1.400)		
Adults Commissioning	Commissioning - Adults	Further reduction in Lunch Club Grant Funding	(0.041)		(0.041)	(0.041)
Public Health	Public Health	Occupational Health - Reduce doctor days from 22 to 16 days per annum and upskill nurse	(0.006)		(0.006)	
Public Health	Public Health	Occupational Health - Counselling – cut down no of sessions being given and / or raise the eligibility bar	(0.010)		(0.010)	
Public Health	Public Health	Occupational Health - Physio - Stop providing	(0.007)		(0.007)	
Public Health	Public Health	Occupational Health - Increase Income currently charging: 1) £50 to schools for training sessions - increase 2) Ad hoc audits etc to schools - £50 per hour -increase 3) SLA with Academies - have a minimum charge	(0.025)	(0.025)		
Public Health	Public Health	Other Public Health Savings to be identified due to cut in Public Health Grant	(0.450)		(0.450)	
Public Health	Public Health	VCS Saving Public Health - Wiltshire Wildlife Trust	(0.008)		(0.008)	
Information Services	Digital & Information	Network - Re-tender current telephony contract & mobile phone solution	(0.145)		(0.145)	
Information Services	Digital & Information	Out of Hours Support - Saving based on reduction of staff overtime, allowances & premium pay	(0.067)	(0.067)		
Information Services	Digital & Information	Applications Support - Based on re-tender of SAP support costs, and working with the business to reduce costs of maintaining business applications	(0.264)	(0.264)		
Information Services	Digital & Information	Street Naming - Based on increasing the sales target from £102k to £150k	(0.050)	(0.050)		
Information Services	Digital & Information	Printing - Current copier lease deal has ended; need to determine essential provision (propose initiative to half print levels, and have far fewer machines), and procure new lease deal.	(0.120)		(0.120)	
Information Services	Digital & Information	Correction of under-recovery of costs from Police	(0.070)	(0.070)		

Legal & Democratic	Legal, Electoral & Registration	Increase capacity to enable reduction of external legal costs and generation of income by provision of legal services to parish councils, schools and public bodies	(0.116)		(0.116)	
		Increase of fees and charges; develop further income generating opportunities through wedding related advertisements on web site and use of council premises eg Atrium as a wedding reception venue.	(0.100)		(0.100)	
Legal & Democratic	Legal, Electoral & Registration	Review of Service delivery models and structures	(0.020)	(0.020)		
Legal & Democratic	Legal, Electoral & Registration	Increased efficiencies and income from elections	(0.050)		(0.050)	
Legal & Democratic	Legal, Electoral & Registration	Legal Share of Pension Recharge	(0.005)	(0.005)		
Children's Commissioning	Commissioning - Childrens	Efficiency savings within the directorates auspices	(0.045)	(0.045)		
Children's Commissioning	Commissioning - Childrens	Children's outreach services expansion	(0.250)	(0.250)		
Children's Commissioning	Commissioning - Childrens	VCS review - childrens care and carers support	(0.005)	(0.005)		
Children's Social Care	Family & Children Services	1. Reduction in the number of Virtual School Officers attached to the Virtual School 2. Savings achieved through introduction of NWD	(0.649)	(0.649)		
Children's Social Care	Family & Children Services	Conference and Reviewing Service Savings - Review of Roles	(0.070)		(0.070)	(0.070)
Children's Social Care	Family & Children Services	Reduce external legal budget by £80K	(0.080)	(0.080)		
Children's Social Care	Family & Children Services	Reduction in Council contribution to safeguarding partnership arrangements	(0.036)	(0.036)		
Children's Social Care	Family & Children Services	Reduction of the Local Authority contribution to the Youth Offending Team	(0.028)	(0.028)		
Children's Social Care	Family & Children Services	Placement Savings (LAC & SEND) - Building on FACT developments and LAC placement project work being extended to SEND placements. Re-commissioning activity will be required across all placements. A range of options is being explored.	(0.812)		(0.812)	
Children's Social Care	Family & Children Services	Capitalisation of Previous Invest to Save - CMS Liquid Logic Childrens System	(0.303)	(0.303)		
Children's Social Care	Family & Children Services	Additional Capitalisation of the School Buildings & Places Team - Childrens Services	(0.036)	(0.036)		
Children's Social Care	Family & Children Services	Review of Service Efficiencies in Childrens Services	(0.411)	(0.063)		(0.348)
0-25 Service: Disabled Children & Family & Children Services	Family & Children Services	Increased income from Educational Psychology service	(0.100)		(0.100)	
0-25 Service: Disabled Children & Family & Children Services	Family & Children Services	Young Adult Provision - The proposal is to re-commission service provision for vulnerable young adults. This would have an impact for SEND, CTPLD and Adult Care.	(0.271)		(0.271)	
0-25 Service: Disabled Children & Family & Children Services	Family & Children Services	Young Adult Provision - The proposal is to re-commission service provision for vulnerable young adults. This would have an impact for SEND, CTPLD and Adult Care.	(0.270)		(0.270)	(0.270)
Learning Disabilities	Learning Disabilities & Mental Health	Delete a vacant position within school effectiveness - School coordinator Risk	(0.070)	(0.070)		
School Effectiveness	Education & Skills					
School Effectiveness	Education & Skills	In order to make the savings of £35,000 required for the operational year 2019/20, the proposal is to merge two distinct teams within the service area making savings of one manager post.	(0.020)	(0.020)		
School Effectiveness	Education & Skills	At present there is a budget of £21,900 for 2018/19 to support schools transferring to Academy status. It is proposed to reduce this funding by £10,000 to £11,900.	(0.010)	(0.010)		
School Effectiveness	Education & Skills	Remove Pensions Underspend	(0.023)	(0.023)		
Corporate Services	Corporate Services & Digital	Programme Office review	(0.068)	(0.068)		
Corporate Services	Corporate Services & Digital	CAB Reduction in Funding	(0.035)	(0.035)		
Communications	Corporate Services & Digital	Make Events Team self financing	(0.200)	(0.200)		

Human Resources & Org Develop	Human Resources & Org Development	Digital - reductions in staffing due to automation	(0.025)		(0.025)		
Human Resources & Org Develop	Human Resources & Org Development	Care skills partnership contribution reduction and removal	(0.035)	(0.035)			
Human Resources & Org Develop	Human Resources & Org Development	Income from training	(0.029)		(0.029)		
Human Resources & Org Develop	Human Resources & Org Development	Print Contract negotiation	(0.010)		(0.010)		
Human Resources & Org Develop	Human Resources & Org Development	Staff survey in house	(0.005)		(0.005)		
Human Resources & Org Develop	Human Resources & Org Development	Glass Door - subscription stopped	(0.010)		(0.010)		
Human Resources & Org Develop	Human Resources & Org Development	Grow Cost reduction on tender	(0.008)		(0.008)		
Human Resources & Org Develop	Human Resources & Org Development	10% reduction in Recruitment budget	(0.015)	(0.015)			
Human Resources & Org Develop	Human Resources & Org Development	10% increase in advertising income	(0.005)		(0.005)		
Human Resources & Org Develop	Human Resources & Org Development	25K increase in payroll income External customers (diversification) - Includes £10k additional costs, therefore saving of £15k	(0.015)		(0.015)		
Human Resources & Org Develop	Human Resources & Org Development	14K increase in payroll and advisory income ad hoc purchases as a result of right choice	(0.014)		(0.014)		
Human Resources & Org Develop	Human Resources & Org Development	HR Share of Pension Recharge	(0.042)	(0.042)			
Economic Development & Plannin	Economic Development & Planning	Reduce Consultants Budget	(0.004)	(0.004)			
Economic Development & Plannin	Economic Development & Planning	Reduction to Wiltshire Wildlife Trust SLA	(0.020)	(0.020)			
Economic Development & Plannin	Economic Development & Planning	Reduce major projects master planning budget	(0.010)	(0.010)			
Economic Development & Plannin	Economic Development & Planning	Reduce WC contribution to Visit Wiltshire by 10% per annum	(0.017)		(0.017)		
Economic Development & Plannin	Economic Development & Planning	Castledown Phase 2 Income	(0.100)	(0.100)			
Highways	Highways & Environment	Salisbury Asset Transfer Savings	(0.088)	(0.088)			
Highways	Highways & Environment	Close all play areas not subject to a transfer agreement. Cease transfer grant	(0.035)	(0.035)			
Highways	Highways & Environment	Close Park And Ride Toilets (Salisbury)	(0.045)	(0.045)			
Highways	Highways & Environment	Reinstatement of Street Lighting Saving	(0.300)	(0.300)			
Car Parking	Highways & Environment	Increased Parking Charges (revised due to decisions made)	(0.142)	(0.142)			
Car Parking	Highways & Environment	Highways & Transport Efficiency Savings	(0.200)		(0.200)		
Waste & Environment	Highways & Environment	Increase in charge for collection of garden waste	(0.150)	(0.150)			
Waste & Environment	Highways & Environment	Closure of Everleigh Household Recycling Centre	(0.135)	(0.135)			
Waste & Environment	Highways & Environment	Terminate Grant to Wiltshire Wildlife Trust	(0.100)	(0.067)		(0.033)	
Housing Services	Housing & Commercial Development	Delete Commissioning Officer post in Strategic Assets Team in Housing	(0.046)	(0.046)			
Housing Services	Housing & Commercial Development	Move Commissioning Officer post in Strategic Assets Team in Housing from general fund to HRA	(0.046)	(0.046)			
Housing Services	Housing & Commercial Development	Delete Gypsy & Traveller site Manager post	(0.041)	(0.041)			
Housing Services	Housing & Commercial Development	Further capitalise staffing costs of Private Sector Housing Manager. Currently funded 50% from general fund revenue and 50% from DFG grant (central government grant through Better Care Fund). Proposal is to further capitalise 25% of the salary of this post	(0.012)	(0.012)			
Housing Services	Housing & Commercial Development	To put forward a one off saving of £100k due to an increase in the governments FHSG contributions following the introduction of the Homeless Reduction Act for 19/20	(0.100)	(0.100)			
Housing Services	Housing & Commercial Development	Rent Deposits - Proforma to follow	(0.047)	(0.047)			
Strategic Asset & Facilities Manag	Housing & Commercial Development	Improve income from existing Commercial Estate through rent reviews, renegotiations of existing leases etc.	(0.100)	(0.100)			
Strategic Asset & Facilities Manag	Housing & Commercial Development	Salary Savings	(0.107)	(0.107)			
Strategic Asset & Facilities Manag	Housing & Commercial Development	Terminate leases on the North Wilts Rivers Route (Calne to Chippenham Cycle Path) - additional saving in Countryside Team (maintenance cost)	(0.026)		(0.026)		(0.026)
Strategic Asset & Facilities Manag	Housing & Commercial Development	Reactive Building Maintenance - reduce spend	(0.070)	(0.070)			

Strategic Asset & Facilities Manag Housing & Commercial Development	Building closures from services' reviews of property needs:Derriads Respite Centre and RWB Manor House (TENs)	(0.027)	(0.027)			
Strategic Asset & Facilities Manag Housing & Commercial Development	Invest capital in new income-generating Commercial Estate Assets - Identify opportunities to invest capital to acquire commercial property that generates an income for the revenue budget	(0.040)		(0.040)		
Strategic Asset & Facilities Manag Housing & Commercial Development	Improve income from Operational Estate by adopting and implementing a consistent and commercial Third Party Charging Policy	(0.050)	(0.050)			
Strategic Asset & Facilities Manag Housing & Commercial Development	Library Review - close Wilton Barnack Industrial storage and move into depot sites	(0.016)	(0.016)			
Strategic Asset & Facilities Manag Housing & Commercial Development	Trowbridge Town Hall - transfer or sell	(0.010)			(0.010)	(0.010)
Strategic Asset & Facilities Manag Housing & Commercial Development	Highways Service - close Wilton Highways Depot and dispose	(0.050)		(0.050)		
Libraries Heritage & Arts	VCS review	(0.011)			(0.011)	(0.011)
Libraries Heritage & Arts	Review of Service delivery models and structures	(0.133)	(0.083)	(0.050)		
Leisure	Reduce VCS for Leisure & Sport	(0.012)			(0.012)	(0.012)
Leisure	Review of Service delivery models and structures	(0.069)	(0.069)			
Leisure	Increase Leisure Income	(0.162)		(0.162)		
Transport	Reduce VCS for Community Transport & Link Schemes	(0.007)	(0.007)			
Public Protection	Environmental assessments linked to planning applications	(0.050)		(0.050)		
Public Protection	iBCF Funding	(0.488)	(0.488)			
Finance & Procurement	External Review of Single Person Discount	(0.325)	(0.325)			
Finance & Procurement	Capitalisation of Capital team salaries	(0.100)	(0.100)			
Finance & Procurement	Finance Service Efficiencies	(0.045)	(0.045)			
Finance & Procurement	Finance Share of Pension Recharge	(0.053)	(0.053)			
Capital Financing	Additional Interest Receivable	(0.150)	(0.150)			
Cross Cutting	Cross Cutting - Commercial	(0.100)	(0.100)			
Cross Cutting	Cross Cutting - Digital	(0.300)		(0.300)		
Cross Cutting	Cross Cutting - Service Devolution & Asset Transfer	(0.400)	(0.300)	(0.100)		
Cross Cutting	Cross Cutting - Procurement	(0.500)			(0.500)	(0.500)
Cross Cutting	Cross Cutting - Support Services	(1.000)	(0.250)	(0.750)		
Cross Cutting	Cross Cutting - Management	(1.000)		(1.000)		
TOTAL SAVINGS		(27.290)	(16.062)	(7.522)	(3.706)	(3.325)
			59%	28%	14%	

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Capital Programme Budget Movements and Spend to 30 June 2019

Scheme Name	2019/2020 Budget Breakdown													
	Original Capital Programme Budget (reported to Council 5 Feb 2019)	Month 9 Budgets reprogrammed from 2018/2019 into 2019/2020	Outturn 2018/2019 Budgets Reprogrammed into 2019/2020	Outturn Budget Transfer 2018/2019 into 2019/2020	Budget Movements between Schemes	Additional Budgets added to the Programme (Section 1 Appendix B)	Grant Amendments	Reduced Budgets	Budgets reprogrammed from 2019/2020 into 2020/2021 (Section 2 Appendix B)	Current Budget Quarter 1 2019/2020	Spend to 30 June 2019	Current Budget Remaining Quarter 1 2019/2020	Spend to 30 June 2019	
	£m	£m	£m	£m	£m	£m	£m	£m	£m	£m	£m	£m	%	
Growth, Investment & Place Service														
A350 Dualling Chippenham Bypass	0.185		(0.156)	0.000	0.768					0.797	0.725	0.072	90.97%	
M4 Junction 17	0.000			0.000						0.000	0.000	0.000	0.00%	
Boscombe Down	0.000			1.213					(0.963)	0.250	0.007	0.243	2.80%	
A350 West Ashton/Yarnbrook Junction Improvements	2.283		(0.003)	0.000						2.280	0.000	2.280	0.00%	
Chippenham Station HUB	10.497			0.252						10.749	0.102	10.647	0.95%	
Corsham Mansion House	0.047			0.091						0.138	(0.016)	0.154	-11.59%	
Porton Science Park	0.000			0.000						0.000	0.003	(0.003)	0.00%	
Salisbury Central Car Park & Maltings	4.090			1.614						5.704	0.007	5.697	0.12%	
Salisbury LGF Schemes	0.000			0.000		0.530				0.530	0.019	0.511	3.58%	
LED Street Lighting	7.000			0.000						7.000	0.019	6.981	0.27%	
Oil to Biomass Schemes	0.000			0.028						0.028	0.000	0.028	0.00%	
Other Economic Development Schemes	0.000			0.006						0.006	0.025	(0.019)	416.67%	
Affordable Housing including Commuted Sums	0.000			0.000						0.000	0.000	0.000	0.00%	
Council House Build Programme	6.562		(0.029)	3.021						9.554	0.394	9.160	4.12%	
Social Care Infrastructure & Strategy	0.000			0.634						0.634	0.000	0.634	0.00%	
HRA - Refurbishment of Council Stock	9.383			1.158						10.541	0.860	9.681	8.16%	
Commercial - Housing Company	10.000			0.000						10.000	0.000	10.000	0.00%	
Commercial - Commercial Investment	10.000			0.000						10.000	0.000	10.000	0.00%	
Commercial - Local Development Company	0.000			0.000						0.000	0.000	0.000	0.00%	
Gypsies and Travellers Projects	0.000			0.000						0.000	0.000	0.000	0.00%	
Disabled Facilities Grants	3.000	1.131		0.218		0.334	0.273			4.956	0.245	4.711	4.94%	
Facilities Management Works	2.585			1.885	(0.250)					4.220	0.183	4.037	4.34%	
Leisure Centres & Libraries - Capital Works Requirement	0.000			0.219						0.219	0.115	0.104	52.51%	
Rural Estates	0.000			0.008						0.008	0.000	0.008	0.00%	
Whole Life Building & Equipment Refresh	0.000			0.303						0.303	0.004	0.299	1.32%	
Depot & Office Strategy	1.400			0.000					(0.900)	0.500	0.009	0.491	1.80%	
Wiltshire Ultrafast Broadband	2.441		(0.171)	0.000						2.270	(0.661)	2.931	-29.12%	
Passenger Transport Capital	0.361			0.000						0.000	0.000	0.000	0.00%	
CIL Funded Schemes	0.000			0.043		0.058			(0.361)	0.101	0.026	0.075	25.74%	
Bridges	3.000			0.564						3.564	0.126	3.438	3.54%	
Farmers Roundabout	1.712	0.220		0.147						2.079	0.342	1.737	16.45%	
Highway flooding prevention and Land Drainage schemes	0.500			(0.243)						0.257	0.097	0.160	37.74%	
Integrated Transport	2.181			0.015						2.196	0.481	1.715	21.90%	
National Productivity Investment Schemes	0.000			0.000						0.000	(0.003)	0.003	0.00%	
Pothole Fund Grant	0.000			0.817		0.080				0.897	0.867	0.030	96.66%	
Pothole Spotter 16/17	0.000			0.054						0.054	0.000	0.054	0.00%	
Structural Maintenance (Grant & Council Funded)	21.139			0.304	(0.834)					20.609	1.430	19.179	6.94%	
Fleet Vehicles	0.000	0.206		0.227						0.433	0.000	0.433	0.00%	
Salisbury CCTV	0.000			0.055						0.055	0.000	0.055	0.00%	
Waste Services	1.000			0.000	(0.250)	0.250				1.000	0.064	0.936	6.40%	
Digitisation	0.000			0.000						0.000	0.006	(0.006)	0.00%	
ICT Schemes	13.256		(0.026)	0.000	(17.789)	4.559				0.000	0.000	0.000	0.00%	
ICT Get Well	0.000			0.000	8.927					8.927	0.434	8.493	4.86%	
ICT Business as Usual	0.000			0.000	2.518					2.518	0.000	2.518	0.00%	
ICT Applications	0.000			0.000	6.300	0.313				6.613	0.124	6.489	1.88%	
ICT Other Devices	0.000			0.000	1.911					1.911	0.000	1.911	0.00%	
Other Schemes including cross cutting systems	0.000			0.014		0.011				0.025	0.001	0.024	4.00%	
Microsoft Cloud Navigator	2.877			2.294	0.478					5.649	1.073	4.576	18.99%	
Wiltshire Online	0.000			3.498						3.498	(0.688)	4.186	-19.67%	
Churchyards & Cemeteries	0.250			0.000						0.250	0.000	0.250	0.00%	
Housing Infrastructure Fund (HIF)	2.000		(0.295)	0.000						1.705	0.106	1.599	6.22%	
Service Devolution & Asset Transfer	0.364			0.099						0.463	0.000	0.463	0.00%	
Community Projects	0.000			0.000	0.500					0.500	0.000	0.500	0.00%	
SAP Enhancement	2.000		(0.010)	0.000	(1.990)					0.000	0.000	0.000	0.00%	
Growth, Investment & Place Service Total	120.113	1.557	(0.690)	18.538	0.289	6.135	0.273	(0.361)	(1.863)	143.991	6.526	137.465	4.53%	

Capital Programme Budget Movements and Spend to 30 June 2019

2019/2020 Budget Breakdown

Scheme Name

Original Capital Programme Budget (reported to Council 5 Feb 2019)	Month 9 Budgets reprogrammed from 2018/2019 into 2019/2020	Outturn 2018/2019 Budgets Reprogrammed into 2019/2020	Outturn Budget Transfer 2018/2019 into 2019/2020	Budget Movements between Schemes	Additional Budgets added to the Programme (Section 1 Appendix B)	Grant Amendments	Reduced Budgets	Budgets reprogrammed from 2019/2020 into 2020/2021 (Section 2 Appendix B)	Current Budget Quarter 1 2019/2020	Spend to 30 June 2019	Current Budget Remaining Quarter 1 2019/2020	Spend to 30 June 2019	
£m	£m	£m	£m	£m	£m	£m	£m	£m	£m	£m	£m	£m	%

Children & Education Service													
Area Boards and LPSA PRG Reward Grants	0.800			0.411	(0.006)					1.205	0.132	1.073	10.95%
Health and Wellbeing Centres - Live Schemes	16.823	3.420		1.705	0.072	0.481				22.501	0.133	22.368	0.59%
Health and Wellbeing Centres - In Development	0.000			0.000					0.000	0.000	0.000	0.000	0.00%
Hub Programme Office Rationalisation	0.000			0.000					0.000	0.000	0.000	0.000	0.00%
Fitness Equipment for Leisure Centres	0.000			0.050					0.050	0.000	0.050	0.050	0.00%
Operational Estate	0.000			0.125					0.125	0.000	0.125	0.125	0.00%
Libraries - Self Service	0.500			0.000					0.500	0.000	0.500	0.500	0.00%
Access and Inclusion	0.000			0.028	0.010				0.038	0.013	0.025	0.025	34.21%
Army Rebasing	0.000			0.000		2.305			2.305	2.296	0.009	0.009	99.61%
Basic Need	24.231		6.866	3.840	(0.010)			(3.053)	31.874	2.758	29.116	29.116	8.65%
Devolved Formula Capital	0.650			0.000		0.009			0.659	0.659	0.000	0.659	100.00%
Healthy Pupils Capital Fund	0.000			0.026					0.026	0.000	0.026	0.026	0.00%
New Schools	0.000			0.192	(0.075)				0.117	(0.010)	0.127	0.127	-8.55%
School Expansions & Replacements	0.000			0.026					0.026	0.000	0.026	0.026	0.00%
Schools Maintenance & Modernisation	6.288	0.250	1.075	1.412	0.075	0.014	(0.123)	(0.255)	8.736	1.007	7.729	7.729	11.53%
Special Schools	0.100		(0.083)	0.000					0.017	0.059	(0.042)	0.017	347.06%
Early Years & Childcare	0.091		0.761	0.000		0.154			1.006	0.000	1.006	1.006	0.00%
SEND Capital	0.329			0.255		0.186			0.770	0.005	0.765	0.765	0.65%
Transformation schemes in childrens services	1.745			0.000					1.745	0.011	1.734	1.734	0.63%
Children & Education Service Total	51.557	3.670	8.619	8.070	0.066	3.140	(0.114)	(3.308)	71.700	7.063	64.637	64.637	9.85%

Adult Care & Public Health Service													
Adult Care Fluid Logic	0.668		(0.313)	0.000	(0.355)				0.000	0.000	0.000	0.000	0.00%
Adult Care Transitions	0.000			0.140					0.140	0.000	0.140	0.140	0.00%
Adults Transformation Phase 2	0.400		(0.008)	0.000		0.478			0.870	0.013	0.857	0.857	1.49%
Sensory Stimulation & Development Play Equipment	0.200			0.084					0.284	0.000	0.284	0.284	0.00%
Adult Care & Public Health Service Total	1.268	0.000	(0.321)	0.224	(0.355)	0.478	0.000	0.000	1.294	0.013	1.281	1.281	1.00%

Total 2019/2020 Programme	172.938	5.227	7.608	26.832	(0.000)	9.753	0.159	(0.361)	(5.171)	216.985	13.602	203.383	6.27%
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CHIEF FINANCE OFFICER (CFO) - EXERCISE OF DELEGATED POWERS & REQUESTS FOR ADDITIONAL RESOURCES WITHIN THE CAPITAL PROGRAMME

Cabinet Meeting
Financial Year:

23rd July 2019

2019/2020

SECTION 1 - DELEGATED CFO POWERS

"Adjustment/addition of scheme in the capital programme which has no effect on the net funding position of the programme i.e. Additional resources available in the form of Grant, Section 106 contributions etc which fund the addition, "

Project Name:	Salisbury LGF Schemes				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	530,393				
Funding Source:	LGF Grant				
Project Name:	Disabled Facilities Grants				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	333,899				
Funding Source:	DFG Reserve & Repaid Housing Grants				
Project Name:	CIL Funded Schemes				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	58,000				
Funding Source:	CIL				
Project Name:	Potholde Fund Grant				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	80,000				
Funding Source:	DFT Digital Intelligence Grant				
Project Name:	Waste Services				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	250,000				
Funding Source:	Section 106 Developer Contributions				
Project Name:	Other Schemes including cross cutting systems				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	10,500				
Funding Source:	Contribution from Wesses Water				
Project Name:	Health and Wellbeing Centres - Live Schemes				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	481,000				
Funding Source:	Section 106 Developer Contributions & Residual Assets from White Horse Leisure Centre				
Project Name:	Army Rebasing				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	2,304,613				
Funding Source:	MOD Section 106 Developer Contributions				
Project Name:	Schools Maintenance & Modernisation				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	14,300				
Funding Source:	Contribution from Longleat Enterprises Ltd				
Project Name:	Early Years & Childcare				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	153,654				
Funding Source:	Section 106 Developer Contributions				

**CHIEF FINANCE OFFICER (CFO) - EXERCISE OF DELEGATED POWERS & REQUESTS FOR
ADDITIONAL RESOURCES WITHIN THE CAPITAL PROGRAMME**

Cabinet Meeting
Financial Year:

23rd July 2019

2019/2020

Project Name:	SEND Capital				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	186,263				
Funding Source:	EFA Grant				

4,402,622

Total Delegated Changes Approved by Section 151 Officer

SECTION 2 - DELEGATED CFO POWERS

"Schemes within the capital programme which require the reprogramming of expenditure between years due to scheme not progressing as originally anticipated or other circumstances"

Project Name:	Boscombe Down				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	(962,651)	962,651			
Funding Source:	Wiltshire Council Resources (Borrowing & Capital Receipts)				

Project Name:	Depot & Office Strategy				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	(900,000)	900,000			
Funding Source:	Wiltshire Council Resources (Borrowing & Capital Receipts)				

Project Name:	Basic Need				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	(3,052,948)	3,052,948			
Funding Source:	EFA Grant				

Project Name:	Schools Maintenance & Modernisation				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	(254,770)	254,770			
Funding Source:	EFA Grant				

5,170,369

Total Re-programming between years

**CHIEF FINANCE OFFICER (CFO) - EXERCISE OF DELEGATED POWERS & REQUESTS FOR
ADDITIONAL RESOURCES WITHIN THE CAPITAL PROGRAMME**

Cabinet Meeting
Financial Year:

23rd July 2019

2019/2020

SECTION 3 - REQUESTS TO CABINET FOR ADDITIONAL RESOURCES

"Adjustment/addition of scheme to the capital programme which places an additional funding requirement on the programme"

Project Name:	ICT Schemes				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	4,559,000	2,013,000	1,056,000	3,471,000	
Funding Source:	Wiltshire Council Resources (Borrowing & Capital Receipts)				

Project Name:	ICT Applications - Adult Care Liquid Logic				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	313,000				
Funding Source:	Flexible Use of Capital Receipts				

Project Name:	Adults Transformation Phase 2				
Budget Change:	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	478,000				
Funding Source:	Flexible Use of Capital Receipts				

5,350,000 Total requests for additional resources

In the exercise of my delegated powers (Section 1 and 2), I hereby authorise the amendments to the Capital Programme summarised above.

CHIEF FINANCE OFFICER: Becky Hellard

DATE: July 2019

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**Wiltshire Council Strategic Risk Register
2019/20 Quarter One (at 30 June 2019)**

There are significant challenges for Wiltshire Council as it looks to build stronger communities, grow the county's economy and protect the vulnerable. The Strategic Risk Register reflects these challenges.

The Strategic Risk Register draws together information recorded on risk registers of individual services across Wiltshire Council.

Information that has significance across the council as a whole is displayed in two categories on the Strategic Risk Register.

1. Critical service risks: significant risks that sit in a single service but which, should they become an issue, will have a significant impact on the council as a whole.
2. Composite strategic risks: where similar risks exist in a number of different services which would not have a significant impact on the organisation on their own but put together represent a significant impact. These risks are compiled into a single strategic composite risk and included within the strategic risk register. These risks are scored by reviewing the service component risks.

Each risk is fully defined by the responsible service (who assess the cause, event and effect that make up the identified risk).

Each risk is scored for impact and likelihood to give an overall score. A risk is scored twice; firstly, as inherent (the current level of risk) and then as residual (the risk as it would be once all mitigating actions are in place).

The progress towards implementing mitigating actions is assessed as red, amber or green. This RAG guides the reader of the register to understand the true current risk.

A whole range of service risks are kept under observation each quarter.

Risk short name	Primary Risk Category	Secondary Risk Category	Inherent				Actions Progress RAG	Residual			Q1 Comments
			Impact	Likelihood	Risk Rating	DoT		Impact	Likelihood	Risk Rating	
Critical Service Risks											
Safeguarding Children	Service Delivery	Reputation	4	3	12	▶	Amber	4	2	8	There is a focus on maintaining low caseload sizes in order to ensure safeguarding. The target has not yet been achieved across the board but senior management are focused on ensuring recruitment and retention.
Safeguarding Adults	Service Delivery	Reputation	4	2	8	▶	Green	4	2	8	The Adult Multi-Agency Safeguarding Hub (MASH) has been in place a year with a formal launch in May 2019 and is helping to ensure the safety of vulnerable adults.
Failure to revive Salisbury's economy	Reputation		3	3	9	▶	Amber	3	2	6	The council's focus in the south of the county remains on the long-term economic recovery and growth of Salisbury and Amesbury. The team supporting opportunities to revive the high streets, improve the cultural offer and stimulate new growth. The team is also working on a heritage fund bid amongst others and is awaiting decision on HSF bid to accelerate long term progress.
Future Local Government finance funding	Financial	Reputation	2	2	4	▼	Green	2	2	4	The expected local government finance review is likely to be delayed for another year. As a result of the delay the likelihood of an issue is reduced.
Cyber Resilience	Service delivery	Reputation	4	4	16	▲	Red	2	4	8	A new action plan being discussed with directors to develop a whole council approach. The new action plan not yet in place.

Risk short name	Primary Risk Category	Secondary Risk Category	Inherent				Actions Progress RAG	Residual			Q1 Comments
			Impact	Likelihood	Risk Rating	DoT		Impact	Likelihood	Risk Rating	
Composite Corporate Risks											
Staff capacity: Recruitment and Retention	Staffing/ People		3	2	6	▶	Green	3	2	6	Staff survey has been completed and individual managers are implementing changes in their areas. As always, there are some significant specific risks in specialist service areas but the corporate level risk is well managed.
Budget management	Financial	Reputation	3	3	9	▶	Green	3	2	6	Monthly reporting to CLT and quarterly to Cabinet help mitigate this risk. There is continued monitoring of projected spend, linked metrics and RAG rating on savings.
Contract monitoring and management (Composite Risk)	Service delivery	Financial	4	3	12	▶	Amber	4	3	12	The team is developing a proposal for contract management which seeks to better understand the real risk across the council by ensuring all job roles include contract management. The proposal should be taken forward during quarter two.
Income Collection	Financial	Reputation	3	3	9	▶	Amber	3	2	6	Regular review of income collection vs budgets included in regular monitoring review. Review of sundry income.
Uncertainty over the type and timing of Brexit and it's impacts mean resources are required for contingency planning and decisions are delayed.	Service delivery	Financial	4	3	12	▶	Amber	3	2	6	Planned actions remain in place across a number of the council's service areas.
Corporate Health, Safety & Wellbeing	Health & Safety		2	2	4	▶	Green	2	2	4	Actions are ongoing and frequently reviewed. The lone working audit has been completed and the new wellbeing platform has been launched.
Information Governance	Reputation	Financial	3	2	6	▶	Green	3	1	3	The corporate level risk is kept low with controls administered by the Information Governance team including a relatively new reporting procedure.

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Dated _____ **2019**

WILTSHIRE COUNCIL

STONE CIRCLE HOLDING COMPANY LIMITED

SHAREHOLDER AGREEMENT

30659532.230224835.1© Bevan Brittan LLP

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PARTIES

- (1) **WILTSHIRE COUNCIL**, of County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN (**Council**)
- (2) **STONE CIRCLE HOLDING COMPANY LIMITED** (company number [●]) whose registered office is at County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN (**Company**)

BACKGROUND

- (A) As at the date of this Agreement, the Council is the sole member of the Company. The Company's sole purpose is to act as a holding company for the Subsidiary Companies.
- (B) The parties have entered into this Agreement to regulate the manner in which the Company carries out its activities.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

In this Agreement:

Accounting Reference Date means 31 March

Approval Date has the meaning given to it in clause 11.4

Approved Distribution has the meaning given to it in clause 11.4

Articles means the articles of association of the Company in agreed form to be adopted on Completion pursuant to clause 2.2, as amended or superseded from time to time

Board means the board of Directors of the Company or such of them as are present at a duly convened and quorate meeting of the Directors

Business has the meaning given to it in clause 3.1

Business Day means a day (other than a Saturday, a Sunday or a public holiday in the United Kingdom) on which banks in the United Kingdom are ordinarily open to effect transactions of the kind contemplated in this Agreement and, if a payment is to be made in euros, on which such payment system as the Council chooses is operating for the transfer of funds for the same day value

Cabinet means the cabinet of the Council as constituted from time to time

CEDR means the Centre for Effective Dispute Resolution

Completion means the completion of this Agreement in accordance with clause 2

Completion Date means the date of this Agreement

Confidential Information means, in relation to a person, all technical, commercial, financial or other information of whatever nature relating to that person's business, products, developments, services, trade secrets, know-how, personnel, supplies or historic current or potential customers, whether or not designated as confidential and whether disclosed orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or by any other means

Deadlock has the meaning given to it in clause 14.2

Deadlock Date has the meaning given to it in clause 14.2

Deed of Adherence means a deed in the form or substantially in the form set out in Schedule 3

Directors means the directors of the Company and **Director** means any one of them

Dispute has the meaning given to it in clause 14.1

EIR means the Environmental Information Regulations 2004 and any subordinate legislation made under the Regulations from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation

Encumbrance means:

- (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person; or
- (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect payment of sums owed or payable to any person; or
- (c) any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect

Financial Year means each accounting reference period of 12 months ending on the Accounting Reference Date other than the First Accounting Reference Period or such longer or shorter period as the Council shall from time to time determine.

First Accounting Reference Period means the period which shall run on and from the date of incorporation of the Company to and including the Accounting Reference Date in the calendar year following the date of this Agreement

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation

Initial Consideration Date has the meaning given to it in clause 14.2

Intellectual Property means present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights

Law means:

- (a) any Act of Parliament;
- (b) any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978;
- (c) any exercise of the Royal Prerogative; and
- (d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972,

in each case in force in the United Kingdom

Mediation Referral Notice has the meaning given to it in clause 14.3

Prohibited Act means any of the following acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Council

Reserved Matters means the matters specified in Schedule 1

Resourcing Contract means the contract for the provision of resourcing and support services to be entered into between the Council and the Company on or around the date of this Agreement, as the same may be varied, amended or replaced from time to time

RICS means the Royal Institution of Chartered Surveyors

Subsidiary Companies means the corporate entities that are subsidiaries of the Company in accordance with s.1159 Companies Act 2006

1.2 In this Agreement:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;
- 1.2.2 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Agreement and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.3 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.4 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.5 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.6 a reference to a **party** or the **parties** are to a party or the parties to this Agreement from time to time and any person who agrees to be bound by the provisions of this Agreement from time to time by executing a Deed of Adherence but, for the avoidance of doubt, shall not refer to any person who has ceased to have any obligations under this Agreement from

time to time. A reference to a party shall include that party's successors, permitted assigns and permitted transferees;

- 1.2.7 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.9 a reference to **writing** or **written** includes email but not fax;
- 1.2.10 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.11 a reference to **this Agreement** (or any provision of it) or to any other agreement or document referred to in this Agreement is a reference to this Agreement, that provision or such other agreement or document as varied, amended or supplemented (in each case, other than in breach of the provisions of this Agreement) from time to time;
- 1.2.12 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.2.14 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
- 1.2.15 references to a **month** shall be construed as a reference to a period starting on one day in a calendar month and ending on the day immediately preceding the numerically corresponding day in the next calendar month or, if there is no numerically corresponding day in the next calendar month, the last day in the next calendar month; and
- 1.2.16 the expressions **body corporate, holding company, subsidiary, parent undertaking, subsidiary undertaking** and **parent company** shall have the respective meanings given in the Companies Act 2006, and, for the purposes of sections 1159(1) and 1162(2)(b) and (d) of that Act, a company or undertaking (the **first person**) shall be treated as a member of another company or undertaking if:
- (a) any of the first person's subsidiaries or subsidiary undertakings is a member of that other company or undertaking; or
 - (b) any shares or capital interests in that other company or undertaking are held by a person acting on behalf of the first person or any of its subsidiaries or subsidiary undertakings; or
 - (c) any shares or capital interests in that other company or undertaking are registered in the name of a person (or its nominee) by way of security or in connection with the granting of security over those shares or capital interests by the first person.

In the case of a limited liability partnership which is (or might constitute) a subsidiary or subsidiary undertaking of a company or another limited liability partnership, sections 1159 and 1162 of the Companies Act 2006 shall be amended so that:

- (i) references in sections 1159(1)(a) and (c) and 1162(2)(a) and (d) to "voting rights" are to the members' rights to vote on all or substantially all matters

which are decided by a vote of the members of the limited liability partnership;
and

- (ii) references in sections 1159(1)(b) and 1162(2)(b) to the "right to appoint or remove a majority of its board of directors" is to the right: (i) to appoint or remove a majority of the directors (or equivalent) of that limited liability partnership; or (ii) if no such directors (or equivalent) exist by virtue of the constitution of that limited liability partnership, members holding a majority of the voting rights,

and unless the context otherwise requires, the application of the definitions of body corporate, holding company, subsidiary, parent undertaking, subsidiary undertaking and parent company shall apply as to the Company or undertaking as it is at that time.

- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

2 COMPLETION

- 2.1 Completion shall take place on the Completion Date at the offices of Bevan Brittan LLP, Fleet Place House, 2 Fleet Place, London EC4M 7RF or any other place or time agreed in writing by the parties.

2.2 At Completion:

2.2.1 the parties shall procure that such shareholder resolutions are passed and meetings of the Board are held as may be necessary to:

- (a) adopt the Articles in the agreed form;
- (b) appoint the following individuals (identified by their position within the Council) as directors:
 - (i) Cabinet Member responsible for Housing;
 - (ii) a member nominated from an opposition party identified to be a director;
 - (iii) Executive Director of Growth, Investment and Place; and
- (c) enter into the Resourcing Contract.

3 THE BUSINESSES AND BUSINESS PLANNING

- 3.1 The business of the Company (**Business**) shall be to act as a holding company of its subsidiaries from time to time as determined by the Shareholder from time to time.

- 3.2 The Business shall be pursued, and the Company shall be governed, in a manner which ensures that the Company:

3.2.1 is and remains controlled (both by way of membership of the Company and decisive influence over both its strategic objectives and significant decisions) by the Council;

3.2.2 carries out the essential part of its activities for the Council and other legal persons controlled by the Council; and

3.2.3 carries out those activities in furtherance of the Council's public service tasks.

4 COUNCIL'S ROLE AS SHAREHOLDER

- 4.1 The Council will monitor and control the business and operations of the Company through the:

- 4.1.1 the right to make decisions on the Reserved Matters;
- 4.1.2 receiving reports in accordance with clause 8;
- 4.1.3 exercising the other rights provided to the Council under this agreement and through its role as the sole shareholder of the Company.

4.2 The Council:

- 4.2.1 shall, upon request, have unlimited, unrestricted and prompt access to the Company information and documents pursuant to clause 8;
- 4.2.2 will not usurp the functions of the Board but will monitor the activities of the Company to ensure that they are acceptable and accountable to the Council as owner of the Company; and
- 4.2.3 may, in addition to those matters requiring Council consent pursuant to clause 5:
 - (a) make recommendations from time to time to the Board; and/or
 - (b) give directions by notice in writing from time to time to the Board.

4.3 Where a consent or approval is expressed in this Agreement to be required of the Council, it shall be given in writing in advance of the decision or matter requiring consent or approval and the Council shall use its reasonable endeavours to communicate any such decision, consent or approval (including any decision not to give consent or approval) to the Company within a period of 30 days from receipt of the requests provided that the Council shall not be deemed to have made a decision or given its consent or approval by virtue of the fact that it has not communicated the same within that time limit. Where the Company requires the Council to make any decision or provide any consent or approval, the Company shall provide such material information as the Council may require to enable it to consider the decision, consent or approval in question.

4.4 The Company shall ensure that the Board chair and and/or any employees of the Company as requested by the Council shall attend such meetings or parts of meeting(s) of the Council as the Council may require and shall answer questions put by the Council and provide information regarding the activities of the Company as reasonably requested.

5 DECISION-MAKING

5.1 Subject to the Articles and with the exception of the Reserved Matters, the Board shall have full and complete authority, power and discretion to direct, manage and control the Business and the affairs and assets of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Business.

5.2 The Company agrees that it shall (subject to this clause 5) and in so far as it is legally able to:

- 5.2.1 carry on and conduct its business and affairs in accordance with:
 - (a) this Agreement;
 - (b) the Articles;
 - (c) all laws relating to companies as amended from time to time;
 - (d) sound governance and good business practice; and
 - (e) in a proper and efficient manner, for its own benefit; and

5.2.2 use all reasonable endeavours to obtain and, if necessary, maintain in full force and effect all licences (including statutory licences), consents and authorities necessary to own and operate its assets and to carry on its business properly.

5.3 Except as set out in clause 5.4, insofar as a matter is a Reserved Matter relating to the Company, the Company shall not make any decision in relation to, or undertake, that Reserved Matter except with the prior written consent of the Council and such consent shall be sought with the intention to facilitate decisions being given by the Council as quickly as reasonably practicable.

5.4 Clause 5.3 shall not apply in connection with any decision or action relating to a Reserved Matter:

5.4.1 which has been properly delegated in accordance with this Agreement to the Board or to a particular person or committee; or

5.4.2 to the extent the same decision has been taken by the Council in accordance with this Agreement,

and in those circumstances only, any reference in this Agreement to the approval of the Council (or similar wording) shall be amended so that it is a reference to the approval of the Board or the approval of that other person, as the case may be.

5.5 Any variation to the list of Reserved Matters must be approved by the Council in writing. For the avoidance of doubt, the Reserved Matters may be varied and/or replaced in part or entirely, by the Council at its absolute discretion. Upon the Council giving notice in writing to the Board that such a variation or replacement has occurred, this Agreement and Schedule 1 shall be deemed modified from the date specified in the varied or replacement schedule.

6 BOARD

6.1 Subject to the Articles, there shall be a minimum of three Directors, which:

6.1.1 shall be appointed by the Council in accordance with clause 6.2;

6.1.2 for the avoidance of doubt, shall not be the elected member of the Council who has responsibility for planning or the Council leader; and

6.1.3 shall be comprised of such number of executive or non-executive Directors as the Council shall see fit.

6.2 Subject to the Articles, any appointment(s) or termination(s) of a Director made under this clause 6 shall be effected by the Council by giving notice in writing to the Company, on the date on which the notice from the Council is received by the Company, or if a later date is specified in the notice, on that date.

6.3 The Company shall review its Board every year to ensure that the composition and membership of the Board is such that it has the ability to sufficiently understand the Company's obligations and make sufficiently robust decisions in relation to those obligations.

6.4 On the appointment of a Director to the Board, the Board shall issue to that person a letter of appointment which in the case of Council appointed Directors shall be substantially in the form contained in Schedule 2, as may be amended or updated from time to time by the Council, together with a summary of a Director's duties in relation to the Company.

7 POLICIES AND PROCEDURES

7.1 In respect of policies and procedures of the Company (**Policies and Procedures**):

7.1.1 the Company shall adopt necessary Policies and Procedures that enable it to act legally, efficiently and appropriately as a subsidiary of a local authority, and in the absence of any

such Policies and Procedures, the Company shall adopt the relevant Policies and Procedures of the Council from time to time;

7.1.2 Policies and Procedures shall be approved by the Board; and

7.1.3 the Policies and Procedures shall be subject to an internal audit and audit by the Council when requested by the Council.

7.2 The employment terms and conditions of the Company shall be approved by the Board. The Board shall not implement such terms without prior written approval from the Council.

7.3 The Board shall adopt and apply an agreed policy as to how conflicts of interest are to be dealt with both in recruitment and in carrying out its Business. This agreed policy shall be approved by the Council for use by the Company and may thereafter be revised as required by the Council. Any such revisions shall be implemented by the Board.

7.4 The Company specifically confirms that no arrangement or contract has already been entered into which would require the approval of the Council under this Agreement if it were entered into after the date on which it becomes a party to this Agreement.

8 PROVISION OF INFORMATION

8.1 The Company shall provide to the Council

8.1.1 all reports, accounts and information submitted to the Company by the Company's Subsidiary Companies as soon as practicable.

8.1.2 the annual accounts of the Company, audited if that is a requirement, as soon as practicable and at the latest by the end of two months after the end of the relevant Financial Year.

8.1.3 minutes of all Board meetings within 20 Business Days after the relevant Board meeting to which they relate;

8.1.4 any other information reasonably required by the Council from time to time, as notified to the Company in writing by the Council.

8.2 The Company shall respond promptly to all reasonable requests from the Shareholder for clarification of any parts of the information and shall forthwith upon such request supply any additional information and/or evidence that the Shareholder may require.

8.3 The Council and its authorised representatives shall have the right during the standard working hours of the Council (as prescribed by the Council's policies from time to time), on giving to the Company reasonable advance notice, and at the Council's own cost, to inspect the books and records of the Company from time to time and to be supplied with all information in such form as it or they may reasonably require to keep the Council properly informed about the business and affairs of the Company and shall have the right to take copies of any such books and records or parts thereof.

8.4 The Company agrees that it shall give notice of any Directors' meeting to the Council at the same time as it gives notice to the Directors.

8.5 The Company shall immediately notify the Council of any legal action (potential, threatened or actual) of which it becomes aware which has been commenced by or against the Company.

9 AUDIT AND FRAUD

The Company shall operate in accordance with, and comply with, all of the Council's guidance, policies, codes, standards and practices in respect of audit and fraud in place from time to time.

10 PREVENTION OF BRIBERY

10.1 The Company:

- 10.1.1 shall not, and shall procure that any Director, officer, employee, adviser or representative of any of them shall not, in connection with this Agreement commit a Prohibited Act;
- 10.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement;
- 10.1.3 shall, if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
- 10.1.4 within five Business Days of the date of this Agreement, and annually thereafter, certify to the Council in writing (such certification to be signed by an officer of such company) compliance with this clause 10 by such company and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. Such company shall provide such supporting evidence of compliance as the Council may reasonably request.

10.2 The Company shall have an anti-bribery policy (which shall be disclosed to the Council) to prevent any of its Directors, officers, employees, advisers or representatives of the company from committing a Prohibited Act and shall enforce it where appropriate.

10.3 If any breach of clause 10.1 is suspected or known, the Company must notify the Council immediately.

10.4 If the Company notifies the Council that it suspects or knows that there may be a breach of clause 10.1, the Company must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation.

10.5 The Council may terminate this Agreement or any other agreement with the Company by written notice with immediate effect if the Company or any Director, officer, employee, adviser or representative of the Company (in all cases whether or not acting with such Company's knowledge) breaches clause 10.1.

10.6 Any notice of termination under clause 10.5 must specify:

- 10.6.1 the nature of the Prohibited Act;
- 10.6.2 the identity of the party whom the Council believes has committed the Prohibited Act; and
- 10.6.3 the date on which this Agreement shall terminate.

10.7 Any dispute relating to:

- 10.7.1 the interpretation of this clause 10; or
- 10.7.2 the amount or value of any gift, consideration or commission;

shall be determined by the Council and its decision shall be final and conclusive.

10.8 Any termination under clause 10.5 shall be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

11 FINANCE AND RETURNS

- 11.1 The Company shall not seek third party funding without written approval of the Council.
- 11.2 The Board may recommend a distribution of the Company's profits, which recommendation may take the form of year end and/ or interim distribution(s). The Board shall not approve any distribution of profits if and to the extent that:
- 11.2.1 there is insufficient cash available;
 - 11.2.2 it would render the Company insolvent;
 - 11.2.3 the Board resolves that the Company would be left with insufficient funds to meet any current or future contemplated obligations or contingencies.
- 11.3 A distribution of profits to the Council shall require the approval of the Council which shall be given within ten Business Days of the Board recommending the same to the Council.
- 11.4 Upon approval from the Council with ten Business Days the proposed distribution would become an **Approved Distribution** and the date on which that approval is given shall be the **Approval Date**.
- 11.5 The Company shall credit an Approved Distribution to the Council within ten Business Days of the Approval Date. Payments will be in cash, unless a distribution was expressly approved by the Council in specie.

12 CONTRACTS

- 12.1 The Company shall retain a contracts register into which every contract entered into with an aggregate annual value which is greater than any threshold set in respect of the Council's own contracts from time to time shall be recorded.

13 DEALINGS IN SHARES AND NEW SHAREHOLDERS

- 13.1 The Company shall not create any Encumbrance over, transfer, or otherwise dispose of or give any person any rights in or over any share in its capital unless it is:
- 13.1.1 permitted under this Agreement and the Articles; and/or
 - 13.1.2 carried out in accordance with the terms of this Agreement and the Articles.
- 13.2 Admitting a person as a new shareholder or member of the Company is a Reserved Matter and shall also be subject to such person executing a Deed of Adherence. Should the Company wish to admit a new shareholder or new member, the Board must procure that Deed of Adherence is signed and the prior written consent of the Council is obtained, prior to such new shareholder or member being admitted.

14 DISPUTE RESOLUTION

- 14.1 In the event of any disagreement or dispute arising between the parties in connection with this Agreement (a **Dispute**), the parties shall use all reasonable endeavours to resolve the matter on an amicable basis. If one party serves formal written notice on one or more of the others that a Dispute has arisen and the parties are unable to resolve the Dispute within a period of 20 Business Days from the service of such notice, then the Dispute shall be referred to an executive director of each of the parties or such other director nominated by each party for the purpose of this clause 14 who shall attempt to resolve the Dispute within the next following 20 Business Days. No recourse to arbitration or litigation by any party against any other under this Agreement shall take place unless and until such procedure has been followed.

- 14.2 If the executive directors or other nominated director of each of the parties (as the case may be) to whom the Dispute was referred in accordance with clause 14.1 are unable to resolve a Dispute within two months of such Dispute being referred to them (**Initial Consideration Date**), then a **Deadlock** shall be deemed to have arisen on the date either two months after the Initial Consideration Date or the date on which the parties agree that Deadlock has arisen, if earlier (the **Deadlock Date**). Any Deadlock shall be dealt with in accordance with clause 14.3.
- 14.3 In the event that a Deadlock has arisen, then any party shall be entitled to serve a notice in writing on the other parties referring the Deadlock to mediation (**Mediation Referral Notice**) in accordance with clause 14.4.
- 14.4 On the service of a Mediation Referral Notice, the parties shall jointly appoint a mediator to mediate the Deadlock, the cost of which shall be borne equally between the parties.
- 14.5 If:
- 14.5.1 the parties do not agree on the appointment of a mediator within 15 Business Days of service of the Mediation Referral Notice (the first day of that 15 Business Day period being the first Business Day after the service of the Mediation Referral Notice); or
- 14.5.2 the person appointed or to be appointed is unable or unwilling to act,
- the mediator shall be appointed by the Chief Executive for the time being of CEDR or RICS (whichever is the most relevant having regard to the subject matter of the dispute) following a request made by any party to the Chief Executive for that purpose.
- 14.6 The mediation shall be conducted in the English language in accordance with the then current CEDR Model Mediation Procedure or RICS procedure, which is deemed to be incorporated in this Agreement.
- 14.7 If an agreement is reached on the Deadlock during the mediation, that agreement shall be reduced to writing and, once signed by the parties, shall be binding on all parties.
- 14.8 The mediation will take place where the Council deems appropriate.
- 14.9 Unless concluded with a written legally binding agreement, the mediation shall be concluded in confidence and without prejudice to the rights of any of the parties in any further proceedings.
- 14.10 If the Deadlock cannot be resolved following mediation, the parties shall be entitled to commence arbitration or litigation proceedings to settle the Dispute.

15 TERMINATION

- 15.1 Subject to clause 15.2, this Agreement may be terminated by the Council serving no less than six months' written notice on the Company.
- 15.2 The Council may terminate this Agreement immediately where required in accordance with any Law.
- 15.3 Termination of this Agreement shall not affect any accrued rights or liabilities of any person or any liability or obligation arising under or pursuant to this Agreement or any other agreement or arrangement between any of the parties hereto or, except where this Agreement expressly provides to the contrary, affect the provisions of:
- 15.3.1 clause 1 (*Definitions and Interpretation*);
- 15.3.2 this clause 15 (*Termination*);
- 15.3.3 clause 16 (*Confidentiality*);
- 15.3.4 clause 17 (*Freedom of Information*);

- 15.3.5 clause 21 (*Assignment and Subcontracting*);
- 15.3.6 clause 22 (*Waivers and Consents*);
- 15.3.7 clause 23 (*Rights and Remedies*);
- 15.3.8 clause 27 (*Notices*);
- 15.3.9 clause 28 (*Entire Agreement*);
- 15.3.10 clause 29 (*Variation*);
- 15.3.11 clause 30 (*Conflict with the Articles*);
- 15.3.12 clause 31 (*Costs and Expenses*);
- 15.3.13 clause 32 (*Set-off*);
- 15.3.14 clause 33 (*No Partnership or Agency*); and
- 15.3.15 clause 34 (*Governing Law and Jurisdiction*);

which shall continue in full force and effect after termination.

- 15.4 Where the Company is to be wound up and its assets distributed, the parties shall endeavour to ensure that:
 - 15.4.1 all existing contracts of the Company are performed to the extent that there are sufficient resources;
 - 15.4.2 the Company shall not enter into any new contractual obligations;
 - 15.4.3 the Company is dissolved and its assets are distributed as soon as practical in accordance with clauses 15.4.4 or 15.4.5 as applicable;
 - 15.4.4 any other proprietary information or Intellectual Property Rights belonging to or originating from a party shall be returned to it by the other party or the Company and all such proprietary information or Intellectual Property Rights shall be erased from the computer systems (to the extent possible) of the person who is/are returning it; and
 - 15.4.5 the assets of the Company remaining after payment of all debts and liabilities of such company and of all costs, charges and expenses of winding up the same, shall be distributed amongst the current shareholders or members of the Company.

16 CONFIDENTIALITY

- 16.1 Each party undertakes that they shall not at any time hereafter use or disclose (in each case except for the purpose of exercising its rights and fulfilling its obligations under this Agreement) to any person any Confidential Information of any other party which may have or may in future come to its knowledge or possession, provided that any party may share such information:
 - 16.1.1 with its professional advisers or to those of its directors, members, officers, employees, advisers and representatives who are directly concerned with the relevant party or its business;
 - 16.1.2 as may be required by any applicable law or by any supervisory or regulatory body with whose rules it is necessary for that party to comply;
 - 16.1.3 in connection with any proceedings arising out of or in connection with this Agreement; or

- 16.1.4 once it enters the public domain otherwise than by reason of a breach of this clause 16.1.
- 16.2 All parties shall use its reasonable endeavours to prevent the use or disclosure of any such Confidential Information otherwise than in accordance with this clause 16.
- 16.3 Notwithstanding the restrictions in clauses 16, any party may use such Confidential Information for the purpose of the promotion of the Business.
- 16.4 Each Director shall be entitled to disclose to the Council, all information to which the Council is entitled pursuant to clause 8 from time to time.
- 16.5 The parties shall use their reasonable endeavours to procure that any of their officers, employees, advisers and representatives coming into receipt of such Confidential Information shall be informed upon receipt that such information is confidential and (so far as such party is able to procure the same) shall comply with the provisions of this clause 16.5 in respect of such Confidential Information as if they were parties.
- 16.6 Where any party is required by any law, regulation or governmental or regulatory authority to retain any information (or copies of such information) of any other party, it shall notify the other party in writing of such retention giving details of the information that it is required to retain.

17 FREEDOM OF INFORMATION

- 17.1 The parties acknowledge that the parties are subject to the requirements of the FOIA and the EIR and the parties shall, where reasonable, assist and co-operate (at their own expense) with the other parties for information to enable the other parties (where required) to comply with their information disclosure obligations.
- 17.2 Subject to clause 17.1, where the Company receives a request for information under either the FOIA or the EIR which it is holding on behalf of any other party, it shall:
- 17.2.1 transfer the request for information to the relevant party (or such other party as it is otherwise agreed between the parties is the best person to deal with such request) as soon as practicable after receipt and in any event within two Business Days of receiving a request for information;
- 17.2.2 provide the relevant or other party with a copy of all information in its possession or power in the form that the relevant or other party requires within ten Business Days (or such longer period as the relevant or other party may specify) of the relevant or other party requesting that information; and
- 17.2.3 provide all necessary assistance as reasonably requested by the relevant or other party to enable the relevant or other party to respond to a request for information within the time for compliance set out in the FOIA or the EIR.
- 17.3 Where the Council receives a request under FOIA or EIR which relates to the operations of the Company, it shall notify the Company and afford them an opportunity to make any comments or representations in respect of the disclosure of the information sought. The Company shall respond within five Business Days of receipt of this notification. The Council shall take into account any such comments or representations in so doing and shall not respond to the request until the five Business Days response period referred to above has passed.
- 17.4 Each party shall be responsible for determining in its absolute discretion whether any information requested under the FOIA and EIR:
- 17.4.1 is exempt from disclosure; or
- 17.4.2 is to be disclosed in response to a request for information.

17.5 Each party acknowledges that the other party may be obliged under the FOIA and EIR to disclose information:

17.5.1 without consulting with the other parties where it has not been practicable to achieve such consultation; or

17.5.2 following consultation with the other parties and having taken their views into account.

18 DATA PROTECTION

The parties shall comply with Law relating to data protection at all times when carrying out their respective obligations pursuant to this Agreement and any other agreement to which it is a party.

19 UNLAWFUL FETTER ON THE COMPANY'S POWERS

Notwithstanding any other provision contained in this Agreement, the Company shall not be bound by any provision of this Agreement to the extent that it would constitute an unlawful fetter on any of its statutory powers, but any such provision shall remain valid and binding as regards all other parties to which it is expressed to apply.

20 FURTHER ASSURANCE

Each party shall at its own cost and expense, on being required to do so by another party now or at any time in the future, do or procure the doing of all such acts and things and/or execute or procure the execution of all such deeds and documents in a form satisfactory to such other party which such other party may reasonably consider necessary for giving effect to this Agreement.

21 ASSIGNMENT AND SUB-CONTRACTING

21.1 This Agreement is personal to the parties and no party shall assign, transfer, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Council. Each party hereby undertakes and represents to the other parties that it is entering into this Agreement only for its own benefit.

21.2 This Agreement shall be binding on and shall endure for the benefit of each party's successors.

22 WAIVERS AND CONSENTS

22.1 A waiver of any right or remedy under this Agreement or by Law, or any consent given under this Agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

22.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Agreement. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Agreement by the Council shall be effective unless it is in writing.

23 RIGHTS AND REMEDIES

The rights and remedies provided under this Agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

24 SEVERANCE

If any provision (or part of a provision) of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Agreement.

25 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one Agreement.

26 THIRD PARTY RIGHTS

Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

27 NOTICES

27.1 Delivery

Any notice or other communication required to be given to a party under or in connection with this Agreement shall be:

27.1.1 in writing;

27.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by electronic mail; and

27.1.3 sent to:

(a) the Council at:

Address: County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN
Email: simon.hendey@wiltshire.gov.uk
Attention: Simon Hendey, Director of Housing & Commercial

(b) the Company

Address: County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN
Email: [•]
Attention: Company Secretary

or to any other address or email address as is notified in writing by one party to the other from time to time.

27.2 Receipt

Any notice or other communication shall be deemed to have been received:

27.2.1 if delivered by hand, at the time it is left at the relevant address;

27.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

27.2.3 if sent by electronic mail, upon receipt by the party to which it is given.

A notice or other communication given as described in clause 27.2.1 or clause 27.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

27.3 Receipt by Council

Any notice or other communication given to the Council shall be deemed to have been received only on actual receipt.

28 ENTIRE AGREEMENT

28.1 This Agreement and the documents referred to in it (including the Articles and any Deed of Adherence) constitute the entire agreement between the parties relating to its/their subject matter and supersede all previous agreements between the parties relating to such matters.

28.2 Each of the parties acknowledges that in agreeing to enter into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and/or the documents referred to in it) made by or on behalf of any other party before the signature of this Agreement. Each of the parties waives:

28.2.1 all rights and remedies which, but for this clause 28.2, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance; and

28.2.2 all rights and remedies, other than remedies for breach of contract available in respect of a breach of this Agreement and/or the documents referred to in it, which, but for this clause 28.2, might otherwise be available to it in respect of the falsity of any representation or warranty set out in this Agreement and/or the documents referred to in it,

provided that nothing in this clause 28.2 shall limit or exclude any liability for fraud or dishonesty on the part of any party.

29 VARIATION

No variation to the terms of this Agreement shall be effective unless made in writing and signed by each of the parties and any person who agrees to be bound by this Agreement.

30 CONFLICT WITH THE ARTICLES

If any provision of this Agreement is inconsistent with a provision of the Articles, then the terms of this Agreement shall prevail and the member(s) of such Company agree to procure the making of any amendment to the Company's Articles as soon as reasonably practicable which is required in order to make the Articles consistent with the provisions of this Agreement and the Council hereby consents to any such changes to the Company's Articles.

31 COSTS AND EXPENSES

All costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement and all other documents referred to in it shall be borne by the Council, save for any private advice sought by any party which shall be for the cost of that party.

32 SET-OFF

All amounts falling due under this Agreement shall be paid in full without any set-off or counterclaim.

33 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or any of them, or to authorise any party to act as agent for any other party, and no party shall have authority to act in the name or on behalf of or otherwise to bind any other party in any way.

34 GOVERNING LAW AND JURISDICTION

- 34.1 This Agreement is governed by and shall be construed in accordance with the laws of England and each party submits to the exclusive jurisdiction of the courts of England for all purposes relating to this Agreement.
- 34.2 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Agreement being served on it in accordance with the provisions of clause 14. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

This Agreement has been executed as a deed and has been entered into on the date stated at the beginning of it.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first before written

Executed as a deed by affixing) Seal
the common seal of)
WILTSHIRE COUNCIL)
)
)
in the presence of)
)
.....)
Authorised signatory)

Executed as a deed by)
STONE CIRCLE HOLDING COMPANY)
LIMITED)
acting by,)
a director, in the presence of) **Director**

Signature:

Name of witness:

Address:

.....

.....

Occupation of witness:

SCHEDULE 1 – RESERVED MATTERS

Number	Reserved Matter
	Constitution of the company
1	Varying in any respect the articles or the rights attaching to any of the shares or memberships (as applicable) in the company.
	Officers and Shareholders of the company
2	The appointment and the appointment terms (including any remuneration terms) of any Directors.
3	The appointment and the appointment terms (including any remuneration terms) of any employees.
4	The removal of any Directors (including any terms on which such Directors are removed from their office as Directors).
5	The admission of further shareholders or members to the Company or agreeing any rights or restrictions attaching to any shares or memberships allocated to such new shareholders or members as applicable).
	Future direction and development of the company
6	Forming any subsidiary or acquiring shares in any other company or participating in any partnership or incorporated joint venture vehicle.
7	Amalgamating or merging with any other company or business undertaking.
8	Selling or disposing of any part of the business of the Company.
9	Passing any resolution for its winding up or presenting any petition for its administration (unless it has become insolvent).
10	Agreeing or approving any other material services the total value of which exceeds £10,000 per annum to be provided by the Company to a third party.
11	Appointing any agent (not being a subcontractor) to conduct the whole or any part of the business of the Company, other than the appointment of an agent to conduct an area of the business of the Company
12	Applying for the listing or trading of any shares in its issued capital or debt securities on any stock exchange or market (where applicable).
	Management of the business of the company
13	Changing the Company's registered office.
14	Changing the Company's name.
15	Creating or agreeing to create a charge, security or encumbrance over the Company's assets, shares or income

16	Approving any matter that will have an adverse effect on the reputation of the Council.
17	Changing the nature of the business or commencing any new business which is not ancillary or incidental to the business of the Company.
18	Agreeing to enter into or entering into any acquisition or disposal of any material assets by the Company the total value of which exceeds £30,000 per annum.
19	Giving notice of termination of any arrangements, contracts or transactions the total value of which exceeds £50,000 per annum or materially varying any such arrangements, contracts or transactions and such termination or variation is likely to have an adverse impact on the financial status of a Company.
20	Granting rights (by licence or otherwise) in or over any intellectual property owned or used by the Company.
21	Appointing and changing the Company's auditors.
22	Changing the Financial Year of the Company.
23	Agreeing to make or making any loan (otherwise than by way of a deposit with a bank or other institution, the normal business of which includes the acceptance of deposits or in the ordinary course of business) or granting any credit or giving any guarantee or indemnity (other than in the normal course of trading).
24	Increasing or reducing the amount of its issued share capital, granting any option over or in its share capital, redeeming or purchasing any of its own shares or otherwise altering, or effecting any reorganisation of, its share capital (where applicable).
25	Declaring or paying any end of year dividend of the Company.
	Subsidiary Companies
26	Approving any reserved matter or business plan for a Subsidiary Company.

SCHEDULE 2– LETTER OF APPOINTMENT OF A DIRECTOR

[on the headed notepaper of the Company]

To: [Name and address of Director]

[Date]

Dear ●

● Limited (the **Company**)

This letter contains the terms which we have discussed and agreed for your appointment as a director of the Company, as [a][the] Director of Wiltshire Council (the **Council**). Your appointment is made pursuant to and is subject to the terms and conditions set in the Shareholder Agreement dated ● 2019 (**Agreement**).

You shall not be entitled to any fees or remuneration save as paid to you by your appointer or as otherwise expressly agreed in writing.

You shall be expected to attend Board meetings and general meetings (where requested) of the Company. You shall receive details of all such meetings in advance.

You shall not, whether during the appointment or after its termination, except in the proper course of your duties or as required by law, use or divulge, and shall use all reasonable endeavours to prevent the use or disclosure of, any trade or business secrets or any information concerning the business or finances of the Company or of any dealings, transactions, or affairs of the Company or any client, customer or supplier of the Company which comes to your knowledge during the course of this appointment and shall comply with the provisions of clause 16 (*Confidentiality*) of the Agreement as if it applied to you. You shall, however, be entitled to disclose information to the shareholder appointing you as permitted under the Agreement.

The appointment shall automatically cease in relation to the Company in the event that: (a) you resign as a director; or (b) upon the delivery of a notice from the Council in accordance with the Company's Articles of Association removing you from office in relation to the Company. Without limitation to (a) and (b) above, in signing this letter, you acknowledge that your office is subject to the terms of the Agreement and the Company's Articles of Association and may be determined as permitted under the terms of the Agreement and the Articles and that upon such termination you shall vacate office in relation to the Company forthwith without raising any claim whatsoever against the Company.

On termination of your appointment, you agree that you shall promptly return to the Company all papers and property of the Company which are in your possession or under your control.

Please indicate your acceptance and acknowledgement of these terms by signing the attached copy and returning it to me. I look forward to seeing you at our next Board meeting.

Yours sincerely

.....
Signatory, duly authorised
for and on behalf of the Company

I agree to and acknowledge the terms and conditions set out above relating to my appointment as director of the Company.

Signed

Dated

SCHEDULE 3 – DEED OF ADHERENCE

THIS DEED is made on

BY ● (company number ●) whose registered office is at ● (the **Covenantor**) in favour of the persons whose names are set out in the schedule to this deed and is supplemental to the Shareholder Agreement dated ● (the **Agreement**)

THIS DEED WITNESSES as follows:

- 1 The Covenantor confirms that it has been given and read a copy of the Agreement and covenants with each person named in the schedule to this deed to perform and be bound by all the terms of the Agreement and to perform the obligations contained in the Agreement which are expressed to be performed by the Company (as defined in the Agreement), as if the Covenantor were a party to the Agreement.

- 2 This deed is governed by the laws of England and Wales.

IN WITNESS WHEREOF this deed has been executed by the Covenantor and is intended to be and is hereby delivered on the date first above written.

[Insert correct execution block]

Executed as a deed by)	
●)	
acting by a director and a director/ Secretary)
)	Director
)	
)
)	Director/Secretary

SCHEDULE – List of parties to Shareholder Agreement including those who have executed earlier deeds of adherence

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